

REMARKS/ARGUMENTS

These remarks are responsive to the final Office Action dated February 25, 2008, and further to the Notice of Appeal filed August 25, 2008. Applicants respectfully request entry of this Amendment and continued examination of this patent application. Claims 1, 13, 14, 16, 54, 55, 68, 69, 72, 73, and 76 have been amended, no claims have been added and no claims have been canceled. No new matter has been added. Claims 1-5, 8, 13-16 and 52-82 remain pending in this application. Reconsideration and allowance of the instant application are respectfully requested.

Rejections Under 35 U.S.C. § 102

Claims 1, 5, 8, 13-16, 52-58, 60, 61, 63, 65, 68, 69, 71 and 73-82 stand rejected under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent Publication No. 2003/0236739 (*Borgeson*). Applicants respectfully traverse this rejection for at least the following reasons.

Claim 1, as amended, recites a system comprising a plurality of entities registered with the system, “each of the entities communicating with users over a first communication pathway to establish a shipping rate for pertaining to the shipment of containers using a given entity and generating a contract reference.” The system of amended claim 1 further recites a server configured to provide a “computer user interface including a field configured to receive the contract reference” for display on a user’s computer, and configured to transmit an “electronic booking request including the contract reference” to at least a first carrier entity “wherein the contract reference pertains to the established shipping rate between at least the first entity and the user.” Support for these amendments can be found, for example, in FIG. 4a (reference 408) and at page 15 of the instant specification as originally filed.

As Applicants have previously discussed, *Borgeson* does not disclose a user and carrier agreeing on a rate occurs prior to the transmission of the electronic booking request. Therefore, *Borgeson* does not teach or suggest a carrier entity “generating a contract reference,” or a server that provides a computer user interface “including a field configured to receive the contract reference” and transmits an “electronic booking request including the contract reference,” as recited in claim 1. Accordingly, amended claim 1 is not anticipated by *Borgeson*.

Independent claims 13, 68, and 69 have each been amended to recite at least one similar limitation as referred to above with respect to claim 1, and are thus allowable for at least the same reasons as claim 1. Dependent claims 5, 8, 14-16, 52-58, 60, 61, 63, 65, 71, and 73-82 are allowable for at least the same reasons as their respective base claims, and further based on the additional features recited therein.

Rejections Under 35 U.S.C. § 103

Claims 59, 62, 64, 66, 67, 70 and 72 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over *Borgeson*. Claims 2-4 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over *Borgeson* in view of U.S. Patent No. 6,970,825 (*Altendahl*). Applicants respectfully traverse these rejections for at least the following reasons.

As discussed above, *Borgeson* does not teach or suggest a carrier entity “generating a contract reference,” or a server that provides a computer user interface “including a field configured to receive the contract reference” and transmits an “electronic booking request including the contract reference,” as recited in claim 1. *Altendahl* fails to overcome this deficiency of *Borgeson*, in that *Altendahl* also does not teach or suggest a system comprising a plurality of entities, “each of the entities communicating with users over a first communication pathway to establish a shipping rate for pertaining to the shipment of containers using a given entity and generating a contract reference.” *Altendahl* also does not teach or suggest a server configured to provide a “computer user interface including a field configured to receive the contract reference,” or configured to transmit an “electronic booking request including the contract reference” to at least a carrier entity, as recited in claim 1. Therefore, neither *Borgeson* nor *Altendahl*, alone or in combination, teaches or suggests all of the features of the amended independent claims 1, 13, 68, and 69. Accordingly, dependent claims 59, 62, 64, 66, 67, 70 and 72 are not obvious in view of the cited references for at least the same reasons as their respective independent claims, as well as based on the additional features recited therein.

CONCLUSION

All rejections having been addressed, Applicants respectfully submit that the instant application is in condition for allowance, and respectfully solicits prompt notification of the same. However, if for any reason the Examiner believes the application is not in condition for allowance or there are any questions, the examiner is invited to contact the undersigned at (202) 824-3324.

Respectfully submitted,

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